

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 4200333365		2. PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE Ref. Block 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER NNS10ZDA008R	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Leanne Olson		b. TELEPHONE NUMBER (No collect calls) (228) 688-1671		8. OFFER DUE DATE/ LOCAL TIME 04/08/2010 04/29/10 3:00 PM	
9. ISSUED BY NASA/John C. Stennis Space Center Office of Procurement, Bldg 1100, Rm 251H Program Management Division, Mail Code DA10 Stennis Space Center, MS 39529-6000				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESSES NAICS: <u>333912</u> SIZE STANDARD: <u>500</u> empl <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS _____		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING DO-C3	
15. DELIVER TO: NASA/John C. Stennis Space Center Project Directorate (PA00) Stennis Space Center, MS 39529				16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR DUNS: _____ CAGE: _____ TIN: _____ TELEPHONE NUMBER _____		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529 Via Email: NSSC-AccountsPayable@nasa.gov Via Fax: 866-209-5415			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT		23. UNIT PRICE	
24. AMOUNT							
<p>This is an American Recovery and Reinvestment Act (ARRA) funded requirement. The Contractor shall provide all resources necessary to refurbish C7-HA Compressor as described in the attached Specifications.</p>							
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA (to be filled in @ award)						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ _____	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA – FAR (48 CFR) 53.212

[illegible]

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

SCHEDULE

This is an American Recovery and Reinvestment Act (ARRA) funded requirement.

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the item below in accordance with the specifications of this requirement.

CLIN 0001 Recovery C7-HA Compressor Refurbishment: Contractor shall provide all resources necessary to refurbish C7-HA Compressor at the High Pressure Gas Facility (HPGF) located in the test complex of Stennis Space Center (SSC) in accordance with Statement of Work 200DK-GM28 and original equipment manufacturer (OEM) procedures and recommendations.

\$ _____

Ship To: All requirements herein shall be delivered FOB Destination.

Period of Performance: The period of performance shall be from date of award thru September 30, 2010.

Place of Performance: John C. Stennis Space Center (SSC)

Contract Completion: This contract shall be considered complete when accepted by designated SSC personnel.

Progress Payments: Progress payments will be made pursuant to FAR 52.232-30, Installment Payments for Commercial Items (Oct 1995). No payment will be authorized until the monthly progress report has been submitted and no payment will be made for quantities exceeding the percentage of completion or the value assigned to each completed activity as agreed upon in the contractor's monthly progress report. Payment for an activity or group of activities will be withheld for the following reasons:

- (i) Failure to furnish the schedule IAW SOW.
- (ii) Failure to submit initial status report on materials ordered.
- (iii) Failure to accomplish submittal requirements IAW SOW.
- (iv) Failure to furnish accurate and timely reporting of preceding 3 items.
- (v) Performance of work out of sequence as shown on the project schedule, until the project schedule is revised and the logic corrected to show the item of work as being performed in its proper interrelationship to other items or work. (End of Provision)

Special Invoicing instructions for contracts Containing Recovery Act Funds.

In addition to the requirements set forth in any payment and invoicing clauses contained within the contract, the following special requirements apply to those contracts with work authorized under the American Recovery and Reinvestment Act (ARRA) of 2009 (herein after referred to as the Recovery Act).

- All requests for payment for work performed subject to the Recovery Act shall be submitted separately from requests for payment for any other work performed under the contract.

- All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced.

- All invoices/vouchers shall be submitted via e-mail with no more than one invoice/voucher per e-mail submission. Invoices shall be submitted to NSSC-AccountsPayable@nasa.gov.

- The NASA Shared Services Center is the Designated Billing Office for Recovery Act invoices.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS **(OFFEROR FILL IN)**

(This clause applies to all Offerors including small disadvantaged businesses (SDBs).)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

(TO BE PROPOSED BY ALL OFFERORS) (WILL BECOME PART OF THE RESULTANT CONTRACT)			
* NAICS Industry Subsectors	Name of Concerns	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
Total			

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce as being underrepresented in accordance with FAR 19.201(b)

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the identification of such subcontractors was evaluated as part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as shown above. The Contractor shall notify the Contracting Officer of any substitutions of the firms listed if the replacement contractor is not an SDB concern.

(c) If the prime Offeror is an SDB the target for the work it intends to perform as the prime Contractor is as follows:

Work Performed by SDB Prime Contractor	* NAICS Industry Subsectors list all that apply.	<u>Dollars</u>	<u>Percent of Contract Value</u>

52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Jun 2008)

The following **ADDENDA TO FAR 52.212-1** are incorporated:

ADDENDUM TO 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

The following paragraph of this clause is tailored as follows:

(c) *Period for acceptance of offers.* Replace with the following: *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers.

INSTRUCTIONS REGARDING SUBMISSION OF OFFER:

The following information is to be provided with offeror's proposal. The information requested must be provided for the prime contractor, and, if applicable, significant subcontractors.

Failure to provide any item requested below may render offeror's proposal NON-RESPONSIVE and thereby ineligible for award.

(A) PAST PERFORMANCE

The original and two complete copies of the completed Attachment 2. On those value characteristics the Offeror chooses to provide, adequate information should be submitted to permit proper evaluation. Attachment 3 - Past Performance Evaluation Form (3 Copies): The Offeror shall provide information on relevant past contracts, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). Offeror shall provide past performance documentation of their major subcontractors they intend on using for this project. Include written consent of your proposed subcontractors so we can discuss their past performance record. Offerors with no previous Government contracts shall so state.

Using Attachment 2, submit the names of customers, where you have performed as a prime contractor and/or a subcontractor within the past three years. Offerors shall include in their proposal, the written consent of its proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the Offeror during the discussion phase of this procurement.

(B) RELEVANT EXPERIENCE

Work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size and complexity.

At a **MINIMUM**, offerors shall provide Relevant Experience to include verifiable prior experience (with contact information) in the refurbishment of compressors comparable to the requirements of this solicitation.

(C) SMALL BUSINESS UTILIZATION SUBFACTOR

1. All Offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All Offerors are required to respond to the Commitment to the Small Business Program. The instructions regarding SDB participation apply to all Offerors.

(a) Small Business Subcontracting

(1) Small Business Subcontracting Plan (the Plan) Required by the FAR:

(i) This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan and its Alternate II". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(ii) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE, is as follows:

Small Businesses (SB)	18%
Small Disadvantaged Business Concerns (SDB) (Includes SDB's in represented and under-represented areas*	5%
Women Owned Small Business Concerns (WOSB)	3%
Historically Black Colleges and Universities (HBCU)	
HUBZone Small Business Concerns (HBZ)	2%
Veteran Owned Small Business Concerns (VOSB)	2%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1%

*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under-represented industries. The evaluation for SDB participation ensures that the Government only evaluates participation of SDBs in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDBs will be evaluated based upon the SDB's status as a small business.

(iii) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(iv) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.

(v) The Plan submitted with the proposal shall be incorporated in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$550,000 or \$1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe

the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with FAR clause 52.219-9, Alternate II, Offerors shall complete the table (Included Attachment 6 of this solicitation), SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS.

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M:

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5%.

To complete column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18%.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100% if any dollars are subcontracted).

(b) Commitment to the Small Business Program

(1) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) To show your commitment to Small Businesses submit the information requested above with your proposal. Sample format is provided below.

Brief Description of work to be performed by small business.	Is the work High Technology Yes / No	Name of Sub-contractor performing work	Extent of Commitment Enforceable or Non-enforceable

(c) Small Disadvantage Business (SDB) Participation:

Small Disadvantaged Business Participation – Contract Targets:

- (1) After completing an independent assessment of the opportunities available for subcontracting with small disadvantaged firms in under-represented areas, Offerors shall propose a target for SDB participation by completing the Section H clause at H.1, Small Disadvantaged Business Participation – Contract Targets, to include identification of SDB subcontractors and associated NAICS Industry Subsectors. The target for SDB participation in clause H.1 shall be expressed as a percent of TOTAL CONTRACT VALUE. The targets shall only include subcontracts with SDB concerns in those industries designated by the Department of Commerce as under-represented areas by NAICS Industry Subsector. The General Services Administration has posted this Department of Commerce determination at <https://www.acquisition.gov/References/sdbadjustments.htm>. If the Offeror is an SDB, it shall provide with its offer a target for the work that it intends to perform. Like other Offerors, an SDB prime should provide a target for the work intended to be performed by a first tier subcontractor in the authorized subsectors.

(2) **Guidance for completing the tables in Section H.1 (a) and (c):** The Department of Commerce determination uses Standard Industry Codes (SIC) instead of NAICS. Offerors may use the following steps to convert SIC to NAICS, and to complete Section H.1.

- a. Using the website below, identify the applicable 6-digit 2007 NAICS Code, **and** the corresponding 6-digit 2002 NAICS Code, for the work that is to be subcontracted to a small disadvantaged business. The 2007 and 2002 Codes may or may not be the same as one another.

<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007>

- b. Using the website listed below, convert the corresponding **2002** NAICS code to the corresponding 1987 Standard Industry Code (SIC).

<http://www.census.gov/epcd/naics02/N02TOS87.HTM>

- c. Using the website listed below, determine if the corresponding 1987 SIC is under-represented. If the "SIC Major Group" (e.g., the first two digits of the corresponding 1987 SIC) is listed on the website below, that SIC Major Group, and the corresponding 2002/2007 NAICS codes, are considered to be under-represented.

<https://www.acquisition.gov/References/sdbadjustments.htm>

- d. List the applicable under-represented **2007** NAICS code(s) in the "NAICS Industry Subsectors" column in the applicable table in Section H.1, along with the data required by the remaining columns in the table.

(D) PRICE

1. This procurement is exempt from the requirements of submission or certification of cost or pricing data. However, offeror is to provide a general breakdown of pricing (i.e. labor, equipment, materials, subcontracts, transportation, etc.) sufficient to determine price realism and reasonableness. Should significant subcontractors be involved, the pricing breakdown shall identify the pricing associated with each subcontractor. Cost breakdown should detail cost on the following major areas:

- (a) Disassembly of the compressor and associated piping
- (b) Inspection/measurement and restoration/replacement of worn components
- (c) Cleaning inspection and testing as applicable to pressurized components.
- (d) Testing and reconditioning of a 600 horsepower electric drive motor
- (e) Re-assembly and setup to original equipment manufacturer (OEM) specifications.

2. Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions upon which the price is based. Any assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for an award.

(E) FORMAT

1. Proposals shall be clear and concise, and shall include sufficient detail for effective evaluation and substantiation of stated claims. The proposal shall not simply affirm, rephrase, or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation only on the information presented in the offeror's proposal. Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired.

2. Offer(s) shall be signed and may be submitted in hard copy only. An original and two (2) complete copies are required.

3 All information and all copies of offer must be submitted no later than the date and time specified on Page 1 in Block 8 of the SF 1449. Proposals that arrive after the prescribed date and time specified for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1(f)(2).

(F) QUESTIONS - Questions regarding the solicitation and/or SOW are encouraged to ensure adequate understanding of the government's requirement. All offeror questions regarding subject solicitation must be submitted no later than 3pm local time (Central) on April 20, 2010. Questions submitted after this date/time will not be accepted. Questions will be accepted via e-mail only to: leanne.olson@nasa.gov (cc: robert.s.harris@nasa.gov). Faxed or telephoned questions will not be accepted. In no event shall an offeror's failure to clarify the requirements of the solicitation constitute grounds for a protest before or after award or a claim after contract award.

(G) PAYMENTS - Payment shall be rendered, in accordance with the Prompt Payment Act, on a "Net 30" basis after receipt of a proper invoice and government inspection and acceptance of delivery. Discount terms for earlier payment may be indicated on Page 1 in Block 12 of the SF 1449.

(H) PROPOSAL COSTS - The Government will not pay any offeror for preparation of their proposal.

(I) TECHNICAL EVALUATION CONTRACTOR SUPPORT

1. Offerors are hereby informed that the John C. Stennis Space Center (SSC) onsite Test Operations Contractor will be providing technical assistance to the NASA proposal evaluation team, and, as such, will require access to offeror's proposal. The onsite SSC Test Operations Contractor **will not be** evaluating proposals. **The final technical evaluation results shall be the responsibility of the NASA Technical Evaluation Team.**

2. By submitting a proposal in response to this solicitation, offeror is acknowledging awareness of this fact. Offeror further acknowledges approval and acceptance of the technical assistance approach identified above and agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement.

52.212-2 EVALUATION--COMMERCIAL ITEMS (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Past Performance, Relevant Experience, Small Business Utilization and Price. **Past Performance and Relevant Experience are significantly more important than Small Business Utilization. When combined these three factors (Past Performance, Relevant Experience and Small Business Utilization) are significantly more important than Price.** If an offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made to the other than low priced offer and may be made without conducting discussions.

(b) Options. N/A

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The following **ADDENDUM TO FAR 52.212-2** is incorporated:

(A) COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA

This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to make an award based on the best combination of price and qualitative merit (including past performance and relevant experience) of the proposals submitted and reduce the administrative burden on Offerors and the Government. BVS predefines the value characteristics which will serve as discriminators among proposals. BVS evaluation is based on the premise that, if all proposals are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price. However, the Government may consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government may consider making award to an Offeror whose quote has lower qualitative merit if the price (or cost) differential between it and other offers warrants doing so.

(B) EVALUATION CRITERIA

a. The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of Past Performance, Relative Experience, Small Business Utilization, and Price. Therefore, subjective judgment by the government is implicit in the evaluation process. **Past Performance and Relevant Experience are significantly more important than Small Business Utilization. When combined these three factors (Past Performance, Relevant Experience and Small Business Utilization) are significantly more important than price.** If offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made without conducting discussions.

b. Once all responses have been gathered, proposals will be qualitatively evaluated by team members using the below value characteristics. These value characteristics are performance-based and permit evaluation of the proposal, which provides better results for a reasonable marginal increase in price. All proposals will be judged against these value characteristics.

(C) EVALUATION PROCESS

The Government will evaluate offers in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information has been provided and the Offeror has made a reasonable attempt to present an acceptable offer. Offerors may be contacted only for clarification purposes during the initial evaluation. Offerors determined not to be acceptable shall be notified of their rejection and the reasons therefore and excluded from further consideration. Otherwise responsive proposals containing a significant variance in price from the government's estimate may be immediately removed from further consideration if there is no expectation that an award can be made at a fair and reasonable price, as it would be detrimental to the public interest to pay more than a fair market price.

Step Two -- All acceptable offers will be evaluated against the specifications/statement of work identified in this solicitation and the value characteristics identified below. Based on this evaluation, the Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: **(1)** Make selection and award without discussions; or **(2)** after discussions with all finalists, afford each Offeror an opportunity to revise its offer, and then make selection. You are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

Other references, aside from those provided by the Offeror, may be contacted and their comments considered during the source selection process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other

sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

Listed below are the value characteristics that we will utilize in the evaluation of each offer. Each value characteristic is further defined to explain the rating that each offeror will receive.

- a) Past Performance
- b) Relevant Experience
- c) Small Business Utilization
- d) Price

a) PAST PERFORMANCE CRITERIA

An offeror's past performance on similar projects will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this contract. Past performance information will be used to assess the extent to which contract objectives (including technical, management, safety/quality control, and cost) have been achieved on related projects.

For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) may be considered. The lack of a performance record may result in a neutral performance risk assessment which will neither be used to the advantage or disadvantage of the Offeror. The evaluation will be based on information obtained from references provided by the Offeror of relevant past contracts performed in the past three years (Attachment 2), as well as other past performance information obtained from other sources known by the Government or any other source that may have useful and relevant information.

The Past Performance Form (Attachment 2) and the Evaluation Form (Attachment 3) shall be used to collect and record information concerning your firm's past performance and any subcontractor and/or teaming partner.

The evaluation team will assign one of the following adjective ratings for each past performance form/survey received:

Very High Level of Confidence = Outstanding

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence = Above Average

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence = Satisfactory

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence = Marginal

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence = Unsatisfactory

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

b) RELEVANT EXPERIENCE (As a risk Factor)

Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size and complexity. The evaluation team will assign one of the following ratings for the relevant experience characteristic:

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror's experience; that the offeror can satisfactorily perform this kind of work.	Extensive experience in projects of similar size, scope, complexity.
Moderate Risk	Some doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Limited experience in projects of similar size and scope or extensive experience as the primary subcontractor for projects similar in size and scope.
High Risk	Significant doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Very little experience in projects of this kind.

(c) SMALL BUSINESS UTILIZATION -

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

The evaluation of SDB participation applies to all Offerors.

(1) Small Business Subcontracting

(a) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for

this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

(b) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(2) Commitment to Small Businesses

(a) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology". NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(b) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(c) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(3) SDB Participation

(a) The Government will evaluate the reasonableness of the proposed SDB participation along with supporting rationale against total contract value. Specific identification of SDB contractors and associated work will be evaluated for feasibility.

(4) Evaluation The evaluation team will assign one of the following ratings for Small Business Utilization. A higher level of utilization will result in a "High" rating which is more favorable

RATING	DEFINITION	STANDARD
HIGH	Proposal identifies a high level of Utilization of Small Business Concerns.	Provided information in their proposal which indicates High Utilization of Small Business Concerns. Utilization of Small Businesses in most areas is consistent with NASA goals. Includes more than one enforceable commitment to small businesses sub-contractor.
MEDIUM	Proposal identifies moderate level of Utilization of Small Business Concerns.	Provided information in their proposal which indicates moderate Utilization of Small Business Concerns. Utilization of Small Businesses in some areas is consistent with NASA goals. Includes commitments, which are not enforceable, to small business sub contractors.

LOW	Proposal identifies minimal or no Utilization of Small Business Concerns.	Provided little or no information in their proposal to indicate a reasonable approach for Utilization of Small Business Concerns. Information provided shows little or no Utilization of Small Businesses consistent with NASA goals. No sub-contractor commitments (enforceable or unenforceable) were identified.
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(d) **PRICE** - Offeror must include a price for each item contained in Section B of the solicitation. Failure to include a price for all items will render the offer as nonresponsive and exclude them from further consideration for award.

1852.215-81 Proposal Page Limitations (FEBRUARY 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Past Performance	10 Pages
Relevant Experience	10 Pages
Small Business Utilization	10 Pages
Price	10 Pages

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (Jun 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision -

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. **Check all that apply.**

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: N/A

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); **or**

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). *(Check one of the following):*

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that **either**—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); **or**

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]*

_____.

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; **and**

(ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; **and**

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), **or**

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

N/A

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.
- (5) Common parent.
- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (FAR) (48CFR CHAPTER 1) PROVISIONS:

The following FAR provisions are included by reference:

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008) DO-C3

52.233-2 Service of Protest (Sep 2006) (John C. Stennis Space Center, Office of Procurement, Bldg 1100, Rm 251H, Stennis Space Center, MS 39529-6000)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (NFS) (48CFR CHAPTER 18) PROVISIONS (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):

The following NFS provisions are included by reference:

1852.233-70 Protest to NASA (Oct 2002)

CONTRACT CLAUSES

52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (Feb 2007)

The following **ADDENDA TO FAR 52.212-4** are incorporated:

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance. Add the following:

(a)(1) If the contractor fails to promptly perform the services again, or to take the necessary action to ensure future performance in conformity with contract requirements, the government may, by contract or otherwise, perform the services at contractor's cost.

(a)(2) Inspection and acceptance of the services will be performed at Stennis Space Center, MS, by the Project Directorate (PA00).

(c) *Changes...* Replace with the following: *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

(i)(1) The Government realizes that payment upon completion and delivery may create undue hardship. Therefore, milestone billing will be authorized in accordance with offeror's accepted milestone payment plan. Should circumstances result in the contractor's inability to deliver the final product or the contract being terminated, all materials billed and paid shall be immediately delivered to NASA or payments reimbursed.

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS Alt II (Dec 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

 (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- X (iii) Alternate II (Oct 2001) of 52.219-9.
- X (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- X (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- X (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ___ (30) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (31)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.

- ___ (32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (38) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (39) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Machinery Maintenance Mechanic	\$21.18 Per Hour
Laborer	\$17.37 Per Hour

- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(G) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(H) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(I) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(J) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (FAR) (48CFR CHAPTER 1) CLAUSES **(<http://www.acqnet.gov/far/>):**

The following FAR clauses are included by reference:

52.204-7 Central Contractor Registration (Apr 2008)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Sep 2006)

52.211-15 Defense Priority and Allocation Requirement (Apr 2008)

52.233-3 Protest after Award (Aug 1996)

52.233-4 Applicable Law For Breach Of Contract Claim (Oct 2004)

52.245-1 Government Property (Jun 2007)

Alternate I (Jun 2007) of 52.245-1

52.245-9 Use and Charges (Jun 2007)
52.247-34 F.O.B. Destination (Nov 1991)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (NFS) (48CFR CHAPTER 18) CLAUSES (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>)

The following NFS clauses are included by reference:

1852.215-84 Ombudsman (Oct 2003) b. [Richard J. Gilbrech, John C. Stennis Space Center, MS 39529-6000, e-mail richard.j.gilbrech@nasa.gov, Phone 228-688-1128, or facsimile (228) 688-3240]
1852.219-76 NASA 8 Percent Goal (Jul 1997)
1852.223-72 Safety and Health (Short Form) (Apr 2002)
1852.223-75 Major Breach Safety & Security (Feb 2002); Alternate I (Feb 2006)
1852.245-71 Installation-Accountable Government Property (Nov 2004) a. [IAW Section 01 11 00 Para 3.3 of the specification]
1852.245-76 List of Government-Furnished Property (Oct 1988) [Section 01-11-00 Part 2 of the specification] [Stennis Space Center]
1852.245-77 List of Installation-Accountable Property and Services (Jul 1997) b.(1) [Section 10-11-00 Part 2 of the specification]; b.(3)(f) [none]

LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment 1	Specification 200DK-GM28 Refurbishment of C7-HA Compressor	September 2009	68 pages
Attachment 2	Past Performance Form		1 page
Attachment 3	Past Performance Evaluation Form		1 page
Attachment 4	U. S. Dept. of Labor, Service Contract Act General Wage Determination— WD 05-2301 (Rev. -8)	10/13/2009	9 pages
Attachment 5	Metrics for Schedule Requirements		1 page
Attachment 6	Small Business Utilization Sub-factor		2 pages

ATTACHMENT 2 – PAST PERFORMANCE FORM

This form contains Source Selection Information when completed (See FAR 2.101 and 3.104)

NAME OF CONTRACTOR: _____
[] Prime [] Team Member [] Other (Describe)

1. CUSTOMER/AGENCY NAME: _____

ADDRESS: _____

TELEPHONE: _____

2. CONTRACT NUMBER: _____

3. CONTRACT TYPE: _____

4. CONTRACT AWARD AMOUNT: \$ _____

5. FINAL PRICE OF CONTRACT: \$ _____

6. VARIANCES: Explain variances from original contract value for the contract(s)

7. ORIGINAL AND MODIFIED PERIOD OF PERFORMANCE:

From: _____ To: _____

8. COGNIZANT CONTRACTING OFFICER: (If commercial, customer's business manager):

NAME: _____ EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

9. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (If commercial, customer's technical manager):

NAME: _____ EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

10. CONTRACT STATUS (if current, show percent complete; if terminated, explain why; if complete, so state)

11. DESCRIPTION OF THE WORK PERFORMED (use additional page as necessary):

12. Subcontracting plan performance, and other small business achievements. _____

ATTACHMENT 3
Past Performance Evaluation Form

NAME OF CONTRACTOR:		CONTRACT#:	
Please rate the General Contractor in the applicable areas according to the applicable performance criteria.			
A rating of "6" is best unless otherwise noted.			
NO	PERFORMANCE CRITERIA		
	<u>MANAGEMENT</u>		RATING (1-6)
1	Contractor's management abilities		
2	Professionalism of Contractor		
3	Small Business Utilization / Subcontract management		
4	Contractor's flexibility in handling unforeseen events		
5	Ability to communicate effectively		
6	Ability to coordinate the effort of its subcontractors		
7	Ability to adjust to schedule changes and outages		
8	Ability to produce required permits/documentation		
9	Response time to routine changes		
10	Overall service/maintenance knowledge		
11	Overall performance of Contractor		
12	Your overall customer satisfaction		
13	Your comfort level in hiring the Contractor again based solely on performance		
	<u>TECHNICAL</u>		
14	Overall service/maintenance quality and workmanship		
15	Quality of Submittals (design/drawings)		
16	Ability to seek Value-Engineering activities		
17	Ability to follow facility rules		
18	Ability to minimize change orders/claims/requests for equitable adjustment		
19	Ability to minimize lost production time		
20	Ability to minimize service/maintenance defects		
21	Ability to complete punch list items timely		
22	Contractor's knowledge of codes and regulations (including OSHA & EPA)		
23	EPA/DOL knowledge & compliance. Any known violations?	Y / N	
24	Contractor's housekeeping practices		
	<u>QUALITY CONTROL / SAFETY PROGRAM</u>		
25	Contractor OSHA Violations past three years	Y / N	
26	Proposed Sub-Contractor OSHA Violations past three years (If Identified)	Y / N	
27	Mitigation of OSHA violations		
28	Compliance with Owner's safety programs		
29	Any known lost time caused by accidents (explain if Y)	Y / N	
30	Job Specific Safety Plan		
31	Overall evaluation of safety program/ safety plan		
	<u>OTHER</u>		
32	Response time to emergencies and changes		
33	Response time to warranty work requests		
34	Job completed on time (explain if No)	Y / N	
35	Job completed ahead of schedule	Y / N	

(FOR INFORMATION ONLY - DO NOT COMPLETE)

OVERALL RATING: [] Outstanding (6) = Very High Level of Confidence; [] Above Average (5) = High Level of Confidence; [] Neutral (4); [] Satisfactory (3) = Moderate Level of Confidence; [] Marginal (2) = Low Level of Confidence; [] Unsatisfactory (1) = Very Low Level of Confidence

Space is provided for comments (additional pages may be used if desired) and comments would be particularly appreciated concerning outstanding and marginal or unsatisfactory performance.

Compressor Wage Decision WD-05-2301.txt
 WD 05-2301 (Rev.-8) was first posted on www.wdol.gov on 10/13/2009

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2301
 Revision No.: 8
 Date Of Revision: 10/08/2009

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.56
01012 - Accounting Clerk II		15.08
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		17.46
01040 - Court Reporter		14.26
01051 - Data Entry Operator I		9.78
01052 - Data Entry Operator II		10.98
01060 - Dispatcher, Motor Vehicle		14.66
01070 - Document Preparation Clerk		10.28
01090 - Duplicating Machine Operator		10.28
01111 - General Clerk I		10.89
01112 - General Clerk II		11.88
01113 - General Clerk III		13.67
01120 - Housing Referral Assistant		16.05
01141 - Messenger Courier		8.99
01191 - Order Clerk I		10.99
01192 - Order Clerk II		14.67
01261 - Personnel Assistant (Employment) I		13.36
01262 - Personnel Assistant (Employment) II		14.61
01263 - Personnel Assistant (Employment) III		16.30
01270 - Production Control Clerk		17.68
01280 - Receptionist		10.81
01290 - Rental Clerk		10.74
01300 - Scheduler, Maintenance		12.47
01311 - Secretary I		12.47
01312 - Secretary II		14.26
01313 - Secretary III		16.05
01320 - Service Order Dispatcher		11.73
01410 - Supply Technician		17.46
01420 - Survey Worker		12.95
01531 - Travel Clerk I		11.41
01532 - Travel Clerk II		12.12
01533 - Travel Clerk III		12.71
01611 - Word Processor I		13.29
01612 - Word Processor II		14.92
01613 - Word Processor III		16.69
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.73
05010 - Automotive Electrician		15.99
05040 - Automotive Glass Installer		15.36
05070 - Automotive Worker		15.36
05110 - Mobile Equipment Servicer		14.08

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05130 - Motor Equipment Metal Mechanic	16.61
05160 - Motor Equipment Metal Worker	15.36
05190 - Motor Vehicle Mechanic	17.63
05220 - Motor Vehicle Mechanic Helper	13.49
05250 - Motor Vehicle Upholstery Worker	14.73
05280 - Motor Vehicle Wrecker	15.36
05310 - Painter, Automotive	15.99
05340 - Radiator Repair Specialist	15.36
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	16.61
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.09
07041 - Cook I	10.17
07042 - Cook II	11.09
07070 - Dishwasher	8.41
07130 - Food Service Worker	8.41
07210 - Meat Cutter	13.06
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.00
09040 - Furniture Handler	11.91
09080 - Furniture Refinisher	15.00
09090 - Furniture Refinisher Helper	12.67
09110 - Furniture Repairer, Minor	13.82
09130 - Upholsterer	15.00
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	8.41
11090 - Gardener	11.78
11122 - Housekeeping Aide	9.90
11150 - Janitor	10.31
11210 - Laborer, Grounds Maintenance	10.23
11240 - Maid or Houseman	8.41
11260 - Pruner	9.41
11270 - Tractor Operator	11.57
11330 - Trail Maintenance Worker	10.23
11360 - Window Cleaner	10.87
12000 - Health Occupations	
12010 - Ambulance Driver	14.53
12011 - Breath Alcohol Technician	15.12
12012 - Certified Occupational Therapist Assistant	16.64
12015 - Certified Physical Therapist Assistant	16.64
12020 - Dental Assistant	13.64
12025 - Dental Hygienist	24.54
12030 - EKG Technician	22.92
12035 - Electroneurodiagnostic Technologist	22.92
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	13.52
12072 - Licensed Practical Nurse II	15.12
12073 - Licensed Practical Nurse III	16.86
12100 - Medical Assistant	12.20
12130 - Medical Laboratory Technician	13.98
12160 - Medical Record Clerk	11.48
12190 - Medical Record Technician	12.93
12195 - Medical Transcriptionist	13.52
12210 - Nuclear Medicine Technologist	30.24
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.40
12223 - Nursing Assistant III	11.70
12224 - Nursing Assistant IV	13.13
12235 - Optical Dispenser	15.66
12236 - Optical Technician	11.65
12250 - Pharmacy Technician	12.73

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12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	21.02
12311 - Registered Nurse I	21.20
12312 - Registered Nurse II	25.94
12313 - Registered Nurse II, Specialist	25.94
12314 - Registered Nurse III	31.15
12315 - Registered Nurse III, Anesthetist	31.15
12316 - Registered Nurse IV	37.62
12317 - Scheduler (Drug and Alcohol Testing)	18.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.72
13012 - Exhibits Specialist II	20.71
13013 - Exhibits Specialist III	25.61
13041 - Illustrator I	16.72
13042 - Illustrator II	20.71
13043 - Illustrator III	25.61
13047 - Librarian	22.94
13050 - Library Aide/Clerk	9.77
13054 - Library Information Technology Systems Administrator	20.71
13058 - Library Technician	11.62
13061 - Media Specialist I	14.93
13062 - Media Specialist II	16.72
13063 - Media Specialist III	18.64
13071 - Photographer I	12.43
13072 - Photographer II	14.04
13073 - Photographer III	17.23
13074 - Photographer IV	21.74
13075 - Photographer V	25.50
13110 - Video Teleconference Technician	14.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.30
14042 - Computer Operator II	15.99
14043 - Computer Operator III	18.76
14044 - Computer Operator IV	19.81
14045 - Computer Operator V	21.95
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.30
14160 - Personal Computer Support Technician	19.81
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.76
15020 - Aircrew Training Devices Instructor (Rated)	33.59
15030 - Air Crew Training Devices Instructor (Pilot)	40.14
15050 - Computer Based Training Specialist / Instructor	27.76
15060 - Educational Technologist	31.11
15070 - Flight Instructor (Pilot)	40.14
15080 - Graphic Artist	19.07
15090 - Technical Instructor	18.41
15095 - Technical Instructor/Course Developer	22.52
15110 - Test Proctor	14.86
15120 - Tutor	14.86
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.79
16030 - Counter Attendant	8.79
16040 - Dry Cleaner	10.17
16070 - Finisher, Flatwork, Machine	8.79
16090 - Presser, Hand	8.79

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16110 - Presser, Machine, Drycleaning	8.79
16130 - Presser, Machine, Shirts	8.79
16160 - Presser, Machine, Wearing Apparel, Laundry	8.79
16190 - Sewing Machine Operator	10.78
16220 - Tailor	11.41
16250 - Washer, Machine	9.17
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.58
19040 - Tool And Die Maker	21.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.09
21030 - Material Coordinator	17.68
21040 - Material Expediter	17.68
21050 - Material Handling Laborer	10.76
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	14.09
21110 - Shipping Packer	12.43
21130 - Shipping/Receiving Clerk	12.43
21140 - Store Worker I	13.64
21150 - Stock Clerk	16.16
21210 - Tools And Parts Attendant	14.09
21410 - Warehouse Specialist	14.09
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.47
23021 - Aircraft Mechanic I	23.29
23022 - Aircraft Mechanic II	24.47
23023 - Aircraft Mechanic III	25.68
23040 - Aircraft Mechanic Helper	18.92
23050 - Aircraft, Painter	22.06
23060 - Aircraft Servicer	20.66
23080 - Aircraft Worker	21.56
23110 - Appliance Mechanic	18.58
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	22.28
23130 - Carpenter, Maintenance	16.32
23140 - Carpet Layer	14.60
23160 - Electrician, Maintenance	19.75
23181 - Electronics Technician Maintenance I	20.63
23182 - Electronics Technician Maintenance II	21.40
23183 - Electronics Technician Maintenance III	22.14
23260 - Fabric Worker	17.20
23290 - Fire Alarm System Mechanic	19.33
23310 - Fire Extinguisher Repairer	16.49
23311 - Fuel Distribution System Mechanic	19.55
23312 - Fuel Distribution System Operator	16.76
23370 - General Maintenance Worker	13.96
23380 - Ground Support Equipment Mechanic	23.29
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	21.56
23391 - Gunsmith I	16.49
23392 - Gunsmith II	17.92
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.42
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.66
23430 - Heavy Equipment Mechanic	17.47
23440 - Heavy Equipment Operator	15.09
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	18.58
23470 - Laborer	10.76
23510 - Locksmith	17.66
23530 - Machinery Maintenance Mechanic	20.21

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23550 - Machinist, Maintenance	18.65
23580 - Maintenance Trades Helper	13.84
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	18.72
23593 - Metrology Technician III	19.27
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.13
23760 - Painter, Maintenance	14.52
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	19.91
23870 - Scale Mechanic	17.92
23890 - Sheet-Metal Worker, Maintenance	16.61
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	22.00
23932 - Telecommunications Mechanic II	25.39
23950 - Telephone Lineman	20.70
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.38
23970 - Woodcraft Worker	19.91
23980 - Woodworker	17.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.83
24580 - Child Care Center Clerk	10.36
24610 - Chore Aide	10.01
24620 - Family Readiness And Support Services Coordinator	14.38
24630 - Homemaker	11.08
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.70
25040 - Sewage Plant Operator	14.66
25070 - Stationary Engineer	18.70
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	14.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.71
27007 - Baggage Inspector	10.43
27008 - Corrections Officer	12.52
27010 - Court Security Officer	14.63
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.79
27070 - Firefighter	16.52
27101 - Guard I	10.43
27102 - Guard II	15.38
27131 - Police Officer I	14.84
27132 - Police Officer II	16.48
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.73
28042 - Carnival Equipment Repairer	12.29
28043 - Carnival Equipment Worker	9.25
28210 - Gate Attendant/Gate Tender	13.68
28310 - Lifeguard	12.19
28350 - Park Attendant (Aide)	15.30
28510 - Recreation Aide/Health Facility Attendant	11.17
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.19
28690 - Swimming Pool Operator	16.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.69
29020 - Hatch Tender	18.01
29030 - Line Handler	18.01
29041 - Stevedore I	17.91

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29042 - Stevedore II	19.42
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.70
30021 - Archeological Technician I	16.28
30022 - Archeological Technician II	18.25
30023 - Archeological Technician III	22.56
30030 - Cartographic Technician	24.35
30040 - Civil Engineering Technician	18.35
30061 - Drafter/CAD Operator I	16.94
30062 - Drafter/CAD Operator II	20.60
30063 - Drafter/CAD Operator III	21.32
30064 - Drafter/CAD Operator IV	26.24
30081 - Engineering Technician I	14.77
30082 - Engineering Technician II	16.58
30083 - Engineering Technician III	18.58
30084 - Engineering Technician IV	22.98
30085 - Engineering Technician V	28.80
30086 - Engineering Technician VI	34.01
30090 - Environmental Technician	23.70
30210 - Laboratory Technician	18.70
30240 - Mathematical Technician	22.84
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.54
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.92
30390 - Photo-Optics Technician	22.84
30461 - Technical Writer I	24.33
30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	21.32
30621 - Weather Observer, Senior (see 2)	22.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.72
31030 - Bus Driver	13.56
31043 - Driver Courier	11.81
31260 - Parking and Lot Attendant	8.22
31290 - Shuttle Bus Driver	12.36
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	12.36
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	16.66
31364 - Truckdriver, Tractor-Trailer	16.66
99000 - Miscellaneous Occupations	
99030 - Cashier	8.15
99050 - Desk Clerk	9.31
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	12.33
99252 - Laboratory Animal Caretaker II	12.68
99310 - Mortician	22.34
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.54

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99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	14.99
99831 - Surveying Aide	9.92
99832 - Surveying Technician	13.62
99840 - Vending Machine Attendant	12.35
99841 - Vending Machine Repairer	14.04
99842 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 5

Metrics for Schedule Requirements

In order to ensure there are defined and objective metrics to determine progress towards completion and to assist in compliance, the successful contractor shall provide within 5 days after the notice of award their preliminary responses for their Scheduling System for Planning and Progress Reporting. This is in addition to the final schedule and shall include major parts, and components that are approved by the Contracting Officer's Technical Representative (COTR) for the approved schedule (e.g. Bar Chart). Percent Complete for the purpose of ARRA reporting is based on amount of work completed not dollars expended. The schedule breakdown shall provide an appropriate amount of detail for all key elements or any element requested by the government, along with a dollar value assigned for each element. The schedule shall easily indicate the percentage of work scheduled for completion by any given date during the performance period. The schedule shall indicate lead time for materials, repair, installation, and financial detail to allow determination of % complete for progress payments. The preliminary schedule must be submitted in Microsoft Office Project 2003 and as a minimum address the following:

1. Disassembly of compressor and associated piping (to include component measurements to determine if repair is required)
2. Repair and replacement of components
3. Re-assembly and setup to original equipment manufacturer (OEM) specifications
4. Break-in runs and performance testing
5. Final acceptance testing

ATTACHMENT 6 –

SMALL BUSINESS UTILIZATION SUB-FACTOR

THIS FORM MUST BE SUBMITTED (7) DAYS PRIOR TO BID DATE**1. SMALL BUSINESS UTILIZATION**

(a) Small Business Subcontracting All offerors shall provide their proposed Small Business Subcontracting Plan Goals in the format shown below. An example and instructions on how to complete the table are shown in Instructions Regarding Submission of Offer, Para C.

<i>SMALL BUSINESS SUBCONTRACTING PLAN GOALS</i>			
	<i>Column A</i> Contract Value Goal	<i>Column B</i>	<i>Column C</i> Subcontract Value Goal
Category	Percent of Contract Value	Dollar Value	Percent of Subcontracting Value
Large Business Concerns			
Small Business Concerns			
TOTAL			
The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.			
Women Owned Small Business Concerns			
Small Disadvantaged Business Concerns			
Veteran Owned Small Business Concerns			
Service-Disabled Veteran-Owned Small Business Concerns			
HUBZone Small Business Concerns			
Historically Black Colleges and Universities			

(b) Commitment to the Small Business Program All Offerors shall provide the following information as requested in Instructions Regarding Submission of Offer, Para C.

Brief Description of work to be performed by small business.	Is the work High Technology Yes / No	Name of Sub-contractor performing work	Extent of Commitment Enforceable or Non-enforceable

(c) SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS

- (1) All Offerors including small disadvantaged businesses (SDBs) shall complete and provide their Contract Targets, requested in Section H, Para H.1 of this solicitation. See Instructions Regarding Submission of Offer, Para C, for guidance on completing the “Small Disadvantaged Business Participation – Contract Targets”.

(TO BE PROPOSED BY ALL OFFERORS) (WILL BECOME PART OF THE RESULTANT CONTRACT)			
* NAICS Industry Subsectors	Name of Concerns	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
Total			

- (2) If the prime Offeror is an SDB the target for the work it intends to perform as the prime Contractor is as follows: See Section H, Para H.1

Work Performed by SDB Prime Contractor	* NAICS Industry Subsectors	<u>Dollars</u>	<u>Percent of Contract Value</u>

(d) SUBCONTRACTING PLAN (LARGE BUSINESS ONLY)

Large Businesses are required to submit a Small Business Subcontracting Plan as required under FAR 52.219-9 Alternate II. The plan shall describe the work that will be performed by the small business subcontractors and provide rationale to substantiate the proposed goals.